

1 THE KATRIEL LAW FIRM
2 ROY A. KATRIEL (265463)
(rak@katriellaw.com)
3 12707 High Bluff Drive, Suite 200
San Diego, CA 92130
Phone: (858) 350-4342
Fax: (858) 430-3719

5 Attorneys for PLAINTIFF
JOUBIN RAHIMI

6 COOLEY LLP
7 MICHAEL G. RHODES (116127)
(rhodesmg@cooley.com)
8 101 California Street, 5th Floor
San Francisco, CA 94111-5800
9 Telephone: (415) 693-2000
Facsimile: (415) 693-2222

10 MICHELLE C. DOOLIN (179445)
(doolinmc@cooley.com)
11 DARCI A. TILLY (239715)
(dtilly@cooley.com)
12 ERIN E. GOODSELL (262967)
(egoodsell@cooley.com)
13 4401 Eastgate Mall
14 San Diego, CA 92121
Telephone: (858) 550-6000
15 Facsimile: (858) 550-6420

16 Attorneys for DEFENDANT
NINTENDO OF AMERICA INC.

17
18 UNITED STATES DISTRICT COURT
19 NORTHERN DISTRICT OF CALIFORNIA
20

21 JOUBIN RAHIMI, on behalf of himself and
all others similarly situated,

Case No.: 12-cv-6351-TEH

22 Plaintiff,
**STIPULATION OF DISMISSAL
WITH PREJUDICE**

23 v.
24 NINTENDO OF AMERICA INC.,
25 Defendant.
26

1 WHEREAS, the Complaint was filed in this Court on December 14, 2012 (Dkt. No. 1);
 2 WHEREAS, on January 9, 2013, the parties stipulated to extend Defendant Nintendo of
 3 America Inc.'s ("Nintendo") response date to February 11, 2013 (Dkt. Nos. 6 & 7);
 4 WHEREAS, on February 11, 2013, Nintendo filed a Motion to Compel Arbitration and
 5 Stay Proceedings ("Motion") (Dkt. No. 11);
 6 WHEREAS, the Court granted Nintendo's Motion on March 18, 2013;
 7 WHEREAS, the Court's March 18 Order stated, *inter alia*, that "Within seven days of the
 8 completion of the arbitration or on June 24, 2013, whichever is sooner, the parties shall file a joint
 9 status statement or a stipulated dismissal of this case";
 10 WHEREAS, no defendant in this action has answered the complaint or filed a motion for
 11 summary judgment;

12 WHEREAS, a class has not been certified in this action; and
 13 WHEREAS, pursuant to Fed. R. Civ. P. 41(a)(1), plaintiff Joubin Rahimi wishes to
 14 voluntarily dismiss this action with prejudice with respect to his individual claims only.

15 THEREFORE, it is hereby agreed and stipulated, by and between counsel for the parties
 16 herein, to dismiss the individual claims of plaintiff Joubin Rahimi with prejudice. The claims
 17 asserted on behalf of a putative class are to be dismissed *without* prejudice. The parties agree that
 18 each will bear their own costs and attorneys' fees.

19 Because this stipulation is signed by all parties who have appeared and no class has been
 20 certified, no Court order is necessary to effectuate dismissal.

21 **IT IS SO STIPULATED.**



27 THE KATRIEL LAW FIRM

28 _____
 29 /s/Roy A. Katriel

30 Roy A. Katriel
 31 Attorney for Plaintiff JOUBIN RAHIMI

32 COOLEY LLP

33 _____
 34 /s/Michelle C. Doolin

35 Michelle C. Doolin
 36 Attorneys for Defendant NINTENDO OF
 37 AMERICA INC.

1 **FILER'S ATTESTATION (CIVIL LOCAL RULE 5-1(i)(3))**

2 In accordance with Civil Local Rule 5-1(i)(3), I attest that concurrence in the filing of this
3 document has been obtained from each of the other signatories.

4 COOLEY LLP

5
6 /s/ Michelle C. Doolin
7 Michelle C. Doolin
8 Email: mdoolin@cooley.com

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28